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UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

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In re:

Case No. 23-13359

Chapter 11

BED BATH & BEYOND, INC., *et al.*,

Hon. Vincent F. Papalia

Joint Administration Requested

Debtors¹.

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**OBJECTION OF SEROTA ISLIP NC LLC TO THE PROPOSED CURE AMOUNT
IDENTIFIED BY DEBTORS IN THE NOTICE TO CONTRACT PARTIES TO
POTENTIALLY ASSUMED EXECUTORY CONTRACTS AND UNEXPIRED LEASES
DOCUMENT NUMBER 714**

Serota Islip NC LLC, (the “Landlord”), by and through its attorneys, Certilman Balin Adler & Hyman, LLP, hereby objects to the Notice to Contract Parties to Potentially Assumed Executory Contracts and Unexpired Leases (Dkt. No: 714), respecting the lease

¹ The last four digits of Debtor Bed Bath & Beyond, Inc.’s tax identification number are 0488. A complete list of the Debtors in these chapter 11 cases and each such Debtor’s tax identification number may be obtained on the website of the Debtors’ claims and noticing agent at <https://restructuring.ra.kroll.com/bbby>. The location of Debtor Bed Bath & Beyond Inc.’s principal place of business and the Debtors’ service address in these chapter 11 cases is 650 Liberty Avenue, Union, New Jersey 07083.

between the Landlord and Bed Bath & Beyond Inc., (the “Debtor”), respectfully shows as follows:

1. The Landlord and the Debtor are parties to a lease agreement dated October 31, 2016 (the “Lease”), with respect to the premises located at 2716 Freedom Parkway, Fayetteville, North Carolina (the “Premises”). A copy of the Lease is attached hereto as **Exhibit “A”**. Pursuant to the provisions of the Lease, in addition to its obligation to pay fixed rent, the Debtor is also obligated to pay real estate taxes and common area maintenance (“CAM”) charges.

2. On or about February 1, 2023, in the ordinary course of the Landlord’s business, the Landlord submitted to the Debtor its reconciliation of CAM charges and base rent for the Premises.

3. Pursuant to that billing, the Debtor owes \$81,705.53 in outstanding CAM charges and base rent for the Premises. A copy of the billing respecting such charges is attached hereto as **Exhibit “B”**. No portion of the amounts set forth on the billing have been paid by the Debtor as of the filing of this Objection. *See also* the Declaration of Michael Cassidy in Support of Objection of Serota Islip NC LLC to the Proposed Cure Amount Identified By Debtors in the Notice to Contract Parties to Potentially Assumed Executory Contracts and Unexpired Leases Document Number 714 submitted herewith.

4. On June 13, 2023, the Debtor filed its Notice to Contract Parties to Potentially Assumed Executory Contracts and Unexpired Leases (the “Notice”), which inter alia, identified what the Debtor asserts is the cure amount associated with the Lease which may be the subject of a subsequent assumption and assignment request. The Notice indicates that a cure amount in the sum of \$41,634.62 is due and owing to Landlord.

5. Prior to the filing of this Objection, Counsel for Landlord contacted Debtor's counsel with respect to the inaccuracy of the cure amount reflected in the Notice. The Debtor reviewed the reconciliation history and has now advised that the cure amount for the Premises is \$75,462.75. Annexed hereto as **Exhibit "C"** is a copy of the email reflecting the Debtors cure amount.

6. As set forth above, the cure amount due and owing to the Landlord, from the Debtor, for the period of February 1, 2023 through and including the date of this objection for CAM charges and base rent, is \$81,705.53.

7. Despite communications between counsel for the Debtor and counsel for the Landlord to resolve the inaccuracy of the outstanding cure amounts prior to the filing of this Objection, the Debtor does not agree with Landlord's position that the cure amount is \$81,705.53.

8. To the extent the Debtor seeks Bankruptcy Court approval to assume and assign the Lease at any period of time after July 1, 2023, the Landlord reserves its right to further amend its Objection to the Debtor's assertion of a cure amount to the extent of any unpaid rent or other charges which may become due and owing under the Lease arising for periods of time from and after July 1, 2023. The Landlord also reserves all other potential objections to the assumption and assignment of the Lease.

WHEREFORE, Serota Islip NC LLC respectfully requests entry of a Bankruptcy Court Order determining the cure obligation due and owing by the Debtor to Serota Islip NC

LLC, as of the filing of the within Objection, to be in the amount of \$81,705.73.

Dated: Saddle Brook, New Jersey
June 23, 2023

By: /s/Thomas J. Monroe
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